



PATENT
Atty. Docket No. SSI-011
(7703/14)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: Wilkie *et al.* CONFIRMATION NO.: 2615
SERIAL NUMBER: 09/747,293 GROUP ART UNIT: 1654
FILING DATE: 12/27/2000 EXAMINER: R. Teller
TITLE: Methods and Compositions for Sealing Tissue Leaks

CONSENT OF ASSIGNEE TO CHANGE OF INVENTORSHIP
UNDER 37 C.F.R. 1.48(a)(5)

Commissioner for Patents
Washington, DC 20231

1. The assignee, Surgical Sealants, Inc., states that it is the assignee of the entire right, title, and interest in and to the above-identified patent application by virtue of two assignment documents. One assignment was recorded by the U.S. Patent and Trademark Office on April 29, 2002, at reel 012873, frame 0066. A second assignment document, from Eugene Pashkovski to Surgical Sealants, Inc., is being submitted to the Assignment Branch concurrently with this paper. A copy of this second assignment document is attached as Exhibit A to this paper.
2. The assignee agrees to the change of inventorship indicated in the Amendment and Petition to Correct Inventorship Under 37 C.F.R. 1.48(a) for the above-identified patent application.
3. The assignee, through its undersigned authorized representative, agrees to the addition of Eugene Pashkovski as an inventor along with the currently named inventors, James Wilkie, James Rolke, Luis Burzio, Shekharam Tammishetti, and Sanyog Manohar Pendharkar.

Date: May 21, 2003

Respectfully submitted,

James Wilkie
President & CEO
Surgical Sealants, Inc.
150 New Boston Street
Woburn, MA 01801

PATENT



RECORDATION FORM COVER SHEET PATENTS ONLY

TO: Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
☐ **Resubmission (Non-Recordation)**

Document ID#:

☐ **Correction of PTO Error**

Reel #: Frame #:

☐ **Corrective Document**

Reel #: Frame #:

Conveyance Type

- ☒ **Assignment** ☐ **Security Agreement**
☐ **License** ☐ **Change of Name**
☐ **Merger** ☐ **Other**

U.S. Government

(For use ONLY by U.S. Government Agencies)

☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ **Mark if additional names of conveying parties attached**

Name James Wilkie

Execution Date
Month Day Year

5/21/03

Name James Rolke

5/22/03

Name Luis Burzio

6/6/03

Name Shekharam Tammishetti

5/20/03

Name Sanyong Manohar Pendharkar

5/27/03

Name Eugene Pashkovski

5/20/03

Receiving Party

☐ **Mark if additional names of receiving parties attached**

Name (line 1) Surgical Sealants, Inc.

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Name (line 2)

Address (line 1) 150 New Boston Street

Address (line 2)

Address (line 3) Woburn

MA

01801

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

FOR OFFICE USE ONLY

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments.

15

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/747,293

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

One

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

20-0531

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ronda P. Moore, D.V.M.

Name of Person Signing

Reg. # 44,244
Ronda P. Moore, D.V.M.
SignatureJuly 8, 2003
Date

ASSIGNMENT

WHEREAS, We, James Wilkie, James Rolke, Luis Burzio, Shekharam Tammishetti, Sanyog Manohar Pendharkar, and Eugene Pashkovski have invented one or more improvements in:

Methods and Compositions for Sealing Tissue Leaks

described in an application (or provisional application) for Letters Patent of the United States:

☐ identified by Attorney Docket No. SSI-011, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 09/747,293 filed in the United States Patent Office on December 22, 2000; and

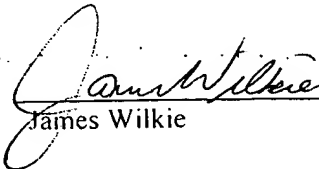
WHEREAS, Surgical Sealants, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 150 New Boston Street, Woburn, MA 01801 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

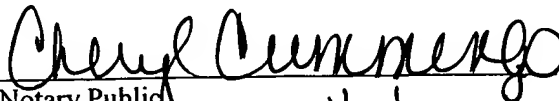
AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

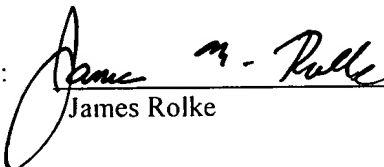
IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: 
James Wilkie

Commonwealth of Massachusetts)
County of Middlesex) ss

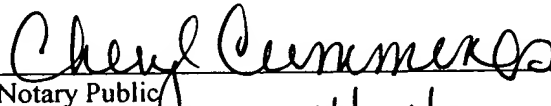
Subscribed and sworn to before me, by the above-named James Wilkie this 21 day of May, 2003.


Notary Public
My Commission Expires: 4/21/06

Inventor: 
James Rolke

Commonwealth of Massachusetts)
County of Middlesex) ss

Subscribed and sworn to before me, by the above-named James Rolke this 22 day of May, 2003.


Notary Public
My Commission Expires: 4/21/06

Inventor: _____
Luis Burzio

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named Luis Burzio this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Shekharam Tammishetti

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Shekharam Tammishetti this
_____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Sanyog Manohar Pendharkar

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Sanyog Manohar Pendharkar this
_____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Eugene Pashkovski

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Eugene Pashkovski this _____ day of
_____, 2003.

Notary Public
My Commission Expires: _____

ASSIGNMENT

WHEREAS, We, James Wilkie, James Rolke, Luis Burzio, Shekharam Tammishetti, Sanyog Manohar Pendharkar, and Eugene Pashkovski have invented one or more improvements in:

Methods and Compositions for Sealing Tissue Leaks

described in an application (or provisional application) for Letters Patent of the United States:

☐ identified by Attorney Docket No. SSI-011, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 09/747,293 filed in the United States Patent Office on December 22, 2000; and

WHEREAS, Surgical Sealants, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 150 New Boston Street, Woburn, MA 01801 desires to acquire an interest therein, in accordance with agreements duly entered into with us:

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

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Inventor: _____
James Wilkie

Commonwealth of Massachusetts)
County of) ss

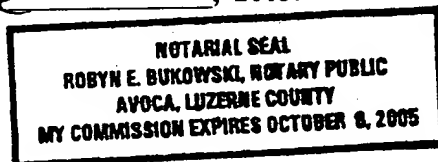
Subscribed and sworn to before me, by the above-named James Wilkie this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
James Rolke

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named James Rolke this 6 day of June, 2003.



Robyn Bukowski
Notary Public
My Commission Expires: 10-08-05

Inventor: *[Signature]*
Luis Burzio

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Luis Burzio this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor:

Shekharam Tammishetti

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Shekharam Tammishetti this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

Inventor:

Sanyog Manohar Pendharkar

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Sanyog Manohar Pendharkar this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

Inventor:

Eugene Pashkovski

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Eugene Pashkovski this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

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Inventor:

James Wilkie

Commonwealth of Massachusetts
County of

)
) ss

Subscribed and sworn to before me, by the above-named James Wilkie this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

Inventor:

James Rolke

Commonwealth of Massachusetts
County of

)
) ss

Subscribed and sworn to before me, by the above-named James Rolke this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

Inventor:

Luis Burzio

Commonwealth of Massachusetts
County of

)
) ss

Subscribed and sworn to before me, by the above-named Luis Burzio this _____ day of _____, 2003.

Notary Public

My Commission Expires: _____

Inventor:



Shekharam Tammishetti

Commonwealth of Massachusetts
County of

)
) ss

Subscribed and sworn to before me, by the above-named Shekharam Tammishetti this
20th day of May, 2003.

Witness


Notary Public

~~My Commission Expires:~~

Dr K V S N Raju
Scientist, Indian Institute of
Chemical Technology,
HYDERABAD, INDIA

Inventor:

Sanyog Manohar Pendharkar

Commonwealth of Massachusetts
County of

)
) ss

Subscribed and sworn to before me, by the above-named Sanyog Manohar Pendharkar this
____ day of _____, 2003.

Notary Public

My Commission Expires: _____

Inventor:

Eugene Pashkovski

Commonwealth of Massachusetts
County of

)
) ss

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Notary Public

My Commission Expires: _____

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Inventor: _____
James Wilkie

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named James Wilkie this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
James Rolke

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named James Rolke this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Luis Burzio

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Luis Burzio this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Shekharam Tammishetti

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named Shekharam Tammishetti this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

state of New Jersey
~~Commonwealth of Massachusetts~~)
County of *Somerset, New Jersey*) ss

Inventor: _____
Sanyog Manohar Pendharkar

Subscribed and sworn to before me, by the above-named Sanyog Manohar Pendharkar this *27th* day of *May*, 2003.

XIAOCHUN SHARON MA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/28/2007

Notary Public
My Commission Expires: *12/28/2007*

Inventor: _____
Eugene Pashkovski

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named Eugene Pashkovski this _____ day of _____, 2003.

Notary Public
My Commission Expires: _____

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James Wilkie

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named James Wilkie this _____ day of _____, 2003.

Notary Public
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Inventor: _____
James Rolke

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County of) ss

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Inventor: _____
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County of) ss

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Notary Public
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Inventor: _____
Shekharam Tammishetti

Commonwealth of Massachusetts)
County of _____) ss

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_____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: _____
Sanyog Manohar Pendharkar

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named Sanyog Manohar Pendharkar this
_____ day of _____, 2003.

Notary Public
My Commission Expires: _____

Inventor: Eugene Pashkovski
Eugene Pashkovski

State of New Jersey
~~Commonwealth of Massachusetts~~)
County of Middlesex) ss

Subscribed and sworn to before me, by the above-named Eugene Pashkovski this 20th day of
May, 2003.

Maria V. Logatto
Notary Public
My Commission Expires: **MARIA V. LOGATTO**

Notary Public of New Jersey
My Commission Expires 8/8/2005